

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		07/01/2009	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	New Stone Venture LLC		
Street Address:	200 South Sixth Street		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2800191	POWERTRACK	
Registration Number:	2804606	POWERTRACK	
Registration Number:	2361641	POWERTRACK	
Registration Number:	2364025	POWERTRACK	
Registration Number:	2364024	POWERTRACK	
Registration Number:	2361640	POWERTRACK	
Registration Number:	2361637	POWERTRACK	
Registration Number:	2361634	POWERTRACK	
Registration Number:	2361636	POWERTRACK	
Registration Number:	2361631	POWERTRACK	
Registration Number:	2361635	POWERTRACK	
Registration Number:	2241174	POWERTRACK	
Registration Number:	2311604		

CH \$365.00 2800191

900137840

TRADEMARK  
 REEL: 004016 FRAME: 0548

Serial Number:

77400596

POWERTRACK NETWORK

**CORRESPONDENCE DATA**

Fax Number: (415)268-7522

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: dpung@mofo.com

Correspondent Name: Jennifer Lee Taylor

Address Line 1: Morrison & Foerster LLP, 425 Market St.

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:

12345-227

NAME OF SUBMITTER:

Jennifer Lee Taylor

Signature:

/Jennifer Lee Taylor/

Date:

07/02/2009

**Total Attachments: 6**

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## ASSIGNMENT OF PATENTS, TRADEMARKS AND DOMAIN NAMES

This Assignment of Patents, Trademarks and Domain Names (this “*Assignment*”), dated as of July 1, 2009, is made by U.S. Bank National Association, a national banking association with its principal place of business at 200 South Sixth Street, Minneapolis, Minnesota 55402 (“*Assignor*”), to New Stone Venture LLC, a Delaware limited liability company with its principal place of business at 200 South Sixth Street, Minneapolis, Minnesota 55402 (“*Newco*”).

**WHEREAS**, pursuant to the Amended and Restated Contribution Agreement, made as of March 27, 2009 (the “*Contribution Agreement*”), by and among Assignor, Visa U.S.A. Inc., a Delaware corporation, and Newco, Assignor has agreed to contribute or to cause its Affiliates to contribute to Newco the PowerTrack Network Services Assets;

**WHEREAS**, Assignor desires to assign to Newco, and Newco desires to accept the assignment from Assignor of, all of Assignor’s right, title and interest in and to the patents and patent applications listed on Schedule A attached hereto (the “*Patents*”), the trademarks listed on Schedule B attached hereto (the “*Trademarks*”), and the domain names listed on Schedule C attached hereto (the “*Domain Names*”); and

**WHEREAS**, (a) this is one of the USB Intellectual Property Assignment Agreements referred to in Section 2.6(a)(ii) of the Contribution Agreement, and (b) capitalized terms used in this Assignment (including these recitals) but not defined herein shall have the meanings given to such terms in the Contribution Agreement.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

1. Assignment of Patents. Effective as of the date hereof, Assignor hereby irrevocably assigns and transfers to Newco, and Newco hereby accepts the assignment and transfer from Assignor of, all of Assignor’s right, title and interest in and to the Patents, including, without limitation, (i) all domestic and foreign registrations of and applications for the Patents, together with the invention(s) disclosed therein, and each and every patent that issues therefrom, and all divisions, substitutions, continuations, continuations-in-part, reexaminations, reissues, extensions and renewals of any such applications, registrations and patents, and the right to apply for any of the foregoing, (ii) any foreign counterpart applications based on any of the foregoing, (iii) all rights to causes of action and remedies related to any of the foregoing, including, without limitation, the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with, any and all past, present or future infringements, misappropriations or violations of, or damage or injury to, any of the foregoing, and (iv) any and all other rights and interests arising out of, in connection with or in relation to the Patents.

2. Assignment of Trademarks. Effective as of the date hereof, Assignor hereby irrevocably assigns and transfers to Newco, and Newco hereby accepts the assignment and transfer from Assignor of, all of Assignor’s right, title and interest in and to the Trademarks, including, without limitation, (i) all federal, state, foreign, statutory, common law and other rights in and to

the Trademarks, (ii) all domestic and foreign trademark applications and registrations therefor, and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing, (iii) all goodwill associated with the Trademarks and symbolized thereby and the portion of the business of Assignor to which the Trademarks pertain, (iv) all rights to causes of action and remedies related to any of the foregoing, including, without limitation, the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with, any and all past, present or future infringements, misappropriations or violations of, or damage or injury to, any of the foregoing, and (iv) any and all other rights and interests arising out of, in connection with or in relation to the Trademarks.

3. Assignment of Domain Names. Effective as of the date hereof, Assignor hereby irrevocably assigns and transfers to Newco, and Newco hereby accepts the assignment and transfer from Assignor of, all of Assignor's right, title and interest in and to the Domain Names, including, without limitation (i) all federal, state, foreign, statutory, common law and other rights in and to the Domain Names, including, without limitation, all trademark rights relating to any of the Domain Names, (ii) all domestic and foreign applications and registrations therefor, and all extensions and renewals of such applications and registrations, and the right to apply for any of the foregoing, (iii) all goodwill associated with the Domain Names and symbolized thereby and the portion of the business of Assignor to which the Domain Names pertain, (iv) all rights to causes of action and remedies related to any of the foregoing, including, without limitation, the right to sue and recover for, and the right to profits and damages due or accrued arising out of or in connection with, any and all past, present or future infringements, misappropriations or violations of, or damage or injury to, any of the foregoing, and (v) any and all other rights and interests arising out of, in connection with or in relation to the Domain Names.


4. Further Assurances. Assignor agrees (a) to take all steps reasonably necessary to establish the record of Newco's title to the Patents, Trademarks and Domain Names, including, without limitation (i) taking any such steps required by the registrar of each Domain Name, (ii) providing Newco with any necessary user names and passwords so that Newco can access the accounts of each Domain Name, (iii) promptly approving any request or inquiry from any such registrar concerning the transfer of the Domain Names to Newco, and (iv) directing any such registrar to release and unlock the Domain Names and, upon notice from any such registrar that any such Domain Names have been unlocked, promptly requesting that such Domain Names be transferred to Newco, and (b) at the request of Newco, to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, and vest in, Newco its successors and assigns, the entire right, title and interest in and to each Patent, Trademark and Domain Name and otherwise to effectuate fully the purposes, terms and conditions of this Assignment.

5. Representations and Warranties. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.

*[Remainder of page intentionally blank; signature page follows]*

**IN WITNESS WHEREOF**, the undersigned has duly executed and delivered this Assignment as of the date written above.

**U.S. BANK NATIONAL ASSOCIATION**

By: 

Name: Robert Abele

Title: Executive Vice President

[Signature page to USB Assignment of Patents, Trademarks and Domain Names]

**TRADEMARK**  
**REEL: 004016 FRAME: 0553**

**Schedule B****Trademarks****A. Registered Trademarks**

CM Ref No.	Title	Name of Registrant	Current Owner	Jurisdiction (USPTO or Foreign)	Status and Registration No.	Filing Date	Registration Date
USBA.104TM	POWERTRACK	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,800,191	02/25/03	12/30/03
USBA.105TM	POWERTRACK ( <i>and design</i> )	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,804,606	02/25/03	1/13/04
USBA.157TM	POWERTRACK	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,361,641	12/17/98	6/27/00
USBA.158TM	POWERTRACK ( <i>and design</i> )	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,364,025	12/17/98	7/04/00
USBA.159TM	POWERTRACK	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,364,024	12/17/98	7/04/00
USBA.160TM	POWERTRACK ( <i>and design</i> )	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,361,640	12/17/98	6/27/00
USBA.161TM	POWERTRACK ( <i>and design</i> )	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,361,637	12/17/98	6/27/00
USBA.162TM	POWERTRACK	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,361,634	12/17/98	6/27/00
USBA.163TM	POWERTRACK ( <i>and design</i> )	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,361,636	12/17/98	6/27/00
USBA.164TM	PowerTrack ( <i>and design</i> )	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,361,631	12/17/98	6/27/00
USBA.165TM	POWERTRACK ( <i>and design</i> )	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,361,635	12/17/98	6/27/00

CM Ref No.	Title	Name of Registrant	Current Owner	Jurisdiction (USPTO or Foreign)	Status and Registration No.	Filing Date	Registration Date
USBA.166TM	POWERTRACK	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,241,174	05/21/97	4/20/99
USBA.168TM	<i>Design only</i>	U.S. Bancorp	U.S. Bank National Association	USPTO	Registered 2,311,604	12/17/98	1/25/00
USBA.181TMHK	POWER TRACK	U.S. Bank National Association	U.S. Bank National Association	Foreign Hong Kong	Registered 300963865	09/28/07	12/01/08
USBA.182TMHK	POWER TRACK ( <i>and design</i> )	U.S. Bank National Association	U.S. Bank National Association	Foreign Hong Kong	Registered 300963874	09/28/07	05/05/08

## B. Pending Trademarks

CM Ref No.	Title	Name of Applicant	Current Owner	Jurisdiction (USPTO or Foreign)	Status and Application No.	Filing Date
USBA.180TMCN	POWER TRACK (logo/design)		U.S. Bank National Association	Foreign China	Pending 6306075-77	07/27/05
USBA.183TMCN	POWER TRACK (logo/design)		U.S. Bank National Association	Foreign China	Pending 6306078	07/27/05
USBA.184TMSG	POWER TRACK	U.S. Bank National Association	U.S. Bank National Association	Foreign Singapore	Pending T07/16657Z	08/03/07
USBA.185TMSG	POWER TRACK ( <i>and design</i> )	U.S. Bank National Association	U.S. Bank National Association	Foreign Singapore	Pending T07/16658H	08/03/07
USBA.187TM	POWERTRACK NETWORK (block letters)	U.S. Bank National Association	U.S. Bank National Association	USPTO	Pending 77/400,596	02/19/08
USBA.187TMEC	POWERTRACK NETWORK	U.S. Bank National Association	U.S. Bank National Association	Foreign European Community	Pending 006707236	02/28/08